COUNTY AGENDA REQUEST

Department:	Building Permits and Inspections	Presenter(s):	Joe Scarborough
Meeting Date:	Wednesday, August 1, 2012	Type of Request:	New Business

Wording for the Agenda:

Discussion by Buildings Permits and Inspections Director Joe Scarborough concerning his recent invitation to represent Fayette County, on a national level, by serving as an alternate on the International Code Council's (ICC) 2012 Building Exam Development Committee, for a three-year term beginning January 1, 2012 and expiring December 31, 2014.

Background/History/Details:

Recently, Buildings Permits and Inspections Director Joe Scarborough was notified by the International Code Council's (ICC) Board for International Professional Standards that he had been appointed as an alternate to the 2012 Building Exam Development Committee with said appointment becoming effective on January 1, 2012. As an alternate, he will serve on the Board if one of the regular members cannot attend a meeting, and he has been authorized to travel at the ICC's expense when participating in scheduled committee meetings.

This appointment may require Mr. Scarborough to take occasional time away from his regular responsibilities as Director of Permits and Inspections in order to participate in the Building Exam Development Committee meetings. Funding to attending to the Council will initially be provided by Fayette County in order to pay for travel, accommodations, and meals; however, all expenses will be reimbursed to Fayette County by the ICC.

Mr. Scarborough is asking for the Board's consideration of this appointment. If the Board agrees to the appointment, this item will be placed on the next Consent Agenda for formal approval.

What action are you seeking from the Board of Commissioners?

No action is required at this time. If the Board agrees to authorize Mr. Scarborough to represent Fayette County as an alternate on the International Code Council's (ICC) 2012 Building Exam Development Committee, this item will be placed on the August 9th Consent Agenda for formal approval.

If this item requires funding, please describe:

Funding for travel, accommodations, and meals will initially be paid by Fayette County; however, the ICC will fully reimburse Fayette County for these expenses.

Has this request been considered within the past two years?	No	If so, when?	
Is Audio-Visual Equipment Required for this Request?*	No	Backup Provided with Request?	Yes

**** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.***

Approved by Finance	Not Applicable	Reviewed by Legal	
Approved by Purchasing		County Clerk's Approval	Yes
Administrator's Approval	Yes		

Staff Notes:

Joseph R. Scarborough
Building Official
Fayette County Board of Commissioners
140 Stonewall Ave. West Suite 201
Fayetteville, GA 30214

Tuesday, July 10, 2012

Dear Joseph Scarborough,

On behalf of the ICC Board for International Professional Standards (BIPS), I am pleased to inform you of your appointment as an alternate to the 2012 Building Exam Development Committee effective January 1, 2012. The term of your appointment is for three years and will expire December 31, 2014. As an alternate, you will serve on the board if one of the regular members cannot attend a meeting.

We believe that you will continue to make a significant contribution to the success of the committee. You need not send a response to this letter unless you cannot fulfill this assignment. If you must decline, please advise Michelle Porter, Director of Certification and Testing, at 888-422-7233 ext. 5247 or by e-mail mporter@iccsafe.org

You are authorized to travel at ICC's expense when participating in scheduled committee meetings. I am enclosing a copy of the ICC travel policy and reimbursement form for your information. This provides instructions regarding authorized and reasonable expenses which will be reimbursed. It is your obligation to carefully read and abide by these clear and specific policies, before you agree to participate on this committee.

I am also enclosing a roster of committee names that will join you on this committee and a copy of ICC Council Policy #8 which governs the ICC Certification Program. It is important to note that as a committee member, there are limitations to your authority. At no time are you expected or authorized to act as an official or unofficial representative of ICC except at a regularly convened meeting of the committee or unless pre-approved by ICC.

Also enclosed is a Conflict of Interest policy statement and Transfer of Copyright statement which applies to your Examination Development Committee service. Please sign and return the forms at your earliest convenience to: ICC Sr. Test Development Assistant, Stephanie Parsons, at the below address: 900 Montclair Road, Birmingham, AL 35213.

The year 2011 was a significant milestone in ICC's history. The year 2012 will present its own unique challenges as ICC continues the steady progress it has achieved to date. Thank you for your service to ICC, the code administration profession, and your continued involvement in assuring that the ICC certification program remains the nation's pre-eminent professional credential for code administrators.

If you have any questions, feel free to contact Michelle Porter or myself.

Sincerely,

Greg Wheeler
Chair, Board for International Professional Standards (BIPS)

Enclosure

International Code Council
Expense Reimbursement Policy

The intent of ICC is to reimburse all authorized and reasonable expenses incurred in ICC's service, while at the same time being mindful of the limitations of good business practice.

1) THE REIMBURSEMENT CHECK WILL BE MADE PAYABLE TO THE PERSON (OR ORGANIZATION) NAMED AT THE ADDRESS INDICATED, UNLESS ICC IS OTHERWISE INSTRUCTED.

2) Reimbursement of travel expenses incurred will be made only for the travel, purpose and duration authorized. If you have any questions, contact ICC offices.

3) Reimbursement claims are to be filed with ICC within 30 days of travel completion. ICC will attempt to reimburse the claimant within 5 working days of receipt and approval of a reimbursement claim.

4) Expense documentation should be obtained for each expense. Expense documentation must be obtained for each expenditure that exceeds $15.00. Proper expense documentation shall consist of original airline ticket receipts, hotel bills, credit card receipts and other such forms as are issued by the vendor. If expenses involve additional individuals, all individuals are to be identified on this form. All expenses billed directly to ICC and expenses for which receipts are not attached shall be set forth on the reimbursement form and circled with an explanation.

5) Covered expenses shall be reimbursed based on the minimum length of time necessary to carry out the functions for which travel is authorized. This time period shall not exceed that which would reasonably occur based on air travel, regardless of the actual mode of transportation chosen. Any extension of this time period that will result in a reduction of overall expenses shall be documented and submitted for approval prior to travel.

6) In all cases, the criteria for selecting a mode of transportation should be whatever is of reasonable convenience at minimum cost to ICC. When commercial air travel is to be utilized, the use of discount fares is encouraged. However, reimbursement for discount fares and associated expenses (additional lodging, meals, etc.) cannot exceed coach class air fare and associated expenses which would otherwise apply. When private automobile travel is utilized, the reimbursement for mileage, tolls, parking and additional lodging and meals cannot exceed coach class airfare and associated expenses, which would otherwise apply.

   When booking airline reservations, the following tips may be helpful.

   * Make reservations as far in advance as possible (14 day minimum).

   * Ask for the lowest airfare and how to get it.

   * Be flexible on travel times for lowest fares.

   * When possible, use Saturday stay overs to save money.

7) Reimbursement of travel expenses to and from airports (or train stations) shall be based on the most economical form reasonably available. Public transportation systems shall be utilized where convenient and available.

8) Rental cars shall not be used where other available forms of public transportation would be suitable and of less cost. Reimbursement shall be based on actual costs, minus all costs associated with personal use. The class of all rentals shall be appropriate based on economy and anticipated use. Rental charges shall be charged on a personal credit card and not direct-billed to ICC. Whenever possible, return the car with a full fuel tank and list the expense on the reimbursement form.

   Liability insurance is to be declined from the rental agency when the traveler's employer provides similar coverage.

   Collision insurance waiver (sometimes called Loss Damage Waiver) is to be declined if the rental is charged to any of the following credit cards:

   * American Express (green or gold card) - Secondary

   * Diners Club - Primary

   * Discover Private Issue - Primary

   * MasterCard Gold - Secondary

   * Visa Gold - Secondary

   Use of these cards provides primary or secondary insurance coverage in conjunction with the renter's private automobile insurance.

19) The following maximum expenses are permitted for ICC activities

   Hotels/Motels - Medium range at meeting sites, plus tax.

   Meals - Not to exceed what is reasonable for function involved.

10) Beverage charges shall be reported separately.

11) EXPENSES INVOLVING PRE-AUTHORIZED ENTERTAINMENT ARE TO BE DETAILED. THE TYPE OF ENTERTAINMENT, AND THE NAME, TITLE AND BUSINESS AFFILIATION OF THE PERSON OR PERSONS ENTERTAINED SHALL BE DESCRIBED. IF THE BUSINESS PURPOSE OF THE EXPENSE IS NOT OBVIOUS FROM THE NAME AND BUSINESS AFFILIATION OF THE PERSON OR PERSONS ENTERTAINED, FURTHER EXPLANATION IS REQUIRED.

12) Gratuities for meals should be included in the amount reported for that meal on the breakfast, lunch, or dinner line. All other gratuities are included here.
13) Items reported as Other shall be described and documented.
14) Travel advances will be authorized in amounts commensurate with anticipated travel expenses when requested on an exception basis. If obtained, the advance is to be indicated.
15) For all Exam Development Committee meetings (unless arranged through ICC Meeting and Travel Services), travel expenses to be reimbursed are to be pre-approved by EDC Staff Liaison if they exceed $200.00 at least three weeks prior to committee meeting.
16) If travel expenses incurred are exceeding $500.00 (unless arranged through ICC Meeting and Travel Services), pre-approval must be submitted in writing to the Director of Test Development and Administration three weeks prior to committee meeting.

Non-Staff Travel Expense Reimbursement Form

REV: 06222011

International Code Council, Inc.
4051 West Flossmoor Road
Country Club Hills, IL 60478
Phone- (708) 799-2300
Facsimile (708) 799-4981

Cost Center-Location ID/Product Line: 181-TST

Name: _____ **Phone:** _____
Address: _____ **E-mail:** _____
City: _____ **State:** _____ **Zip:** _____
Purpose:

Day of Week								Total
Date of Travel								
Location								
Hotel/Lodging								**$0.00**
Air/Train Fare								**$0.00**
Car Rental								**$0.00**
Mileage /Rate	0	0	0	0	0	0	0	**0**
$0.555	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Meals	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Breakfast								**$0.00**
Lunch								**$0.00**
Dinner								**$0.00**
Beverages								**$0.00**
Other	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Taxi/Bus								**$0.00**
Gasoline								**$0.00**
Parking								**$0.00**
Tolls								**$0.00**
Gratuities								**$0.00**
Phone/internet								**$0.00**
Instructor fee								
Chapter/Contract								**$0.00**
Total Expenses	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

IDENTIFY EXPENSES FOR WHICH RECEIPTS ARE NOT ATTACHED BELOW

Remarks:

Less Cash Advance (15)	
Less Prepaid Air Fare	
Less Prepaid Hotel	
Less Personal Expenses (3)	
REIMBURSEMENT CLAIMED (4)	**$0.00**

FOR MGR/VP AND ICC ACCOUNTING USE ONLY

	Account Number	Amount	Approved
Hotel	5080-181-TST	$0.00	
Air	5081-181-TST	$0.00	
Car Rental	5082-181-TST	$0.00	
Mileage	5085-181-TST	$0.00	
Meals	5083-181-TST	$0.00	
Other	5084-181-TST	$0.00	
Instructor	5650-181-TST	$0.00	
	Total:	**$0.00**	

Employee Signature (3) _____ **Date:** _____

Authorized Approver's Initials _____

CP #8-03 CERTIFICATION PROGRAM

Approved: 01/17/04
Revised: 4/28/12

This policy establishes the ICC Certification Program and sets forth its mission, objectives and organization.

1.0 **Name:** The program shall be known as the International Code Council Certification Program, hereinafter referred to as the "Program".

2.0 **Mission and Objectives of the Program:** The mission of the program is to promote professionalism in construction-related occupations by providing professional examinations and certification services that enhance code administration or safety of the built environment worldwide.

Objectives of the program are the following:

2.1 Provide examinations that state and local jurisdictions, for employment or licensure purposes, can rely upon as evidence of an individual's knowledge of construction regulatory codes, standards, and practices that are necessary for competent professional practice.

2.2 Provide the means by which individuals can achieve certification in order to demonstrate their knowledge of various construction regulatory codes, standards, and practices.

2.3 Establish credentialing standards to include occupational job titles, detailed descriptions of each certification category, task lists, and knowledge, skills and abilities requirements.

2.4 Adhere to ICC's Certification Program Standards that govern test development, validation, test administration, and other activities, such as eligibility requirements and certification maintenance.

2.5 When appropriate, utilize third-party accreditation services to evaluate the quality of the program.

2.6 Establish, maintain and publish an International Registry of ICC Certified Professionals.

2.7 Promote international recognition of ICC Certifications.

3.0 **Organization:** ICC shall establish: (1) The Board for International Professional Standards; (2) Examination Development Committees; and (3) Examination Advisory User Groups.

4.0 **The Board for International Professional Standards**

4.1 **Purpose:** The Board for International Professional Standards, hereinafter referred to as "BIPS," shall advise staff and the ICC Board of Directors on all matters related to the Program; BIPS shall be responsible for direction and oversight of Examination Development Committees and Examination Advisory User Groups; and BIPS shall serve as a final Appeals Board on all challenges to the ICC Certification Program.

Procedures and Rules for Board for International Professional Standards:

4.1.1 **Agenda:** Agenda items shall be addressed as necessary to meet the objectives of BIPS.

4.1.2 **Officers:** The Chairman and Vice Chairman shall be elected by BIPS from the members of BIPS.

4.1.3 **Quorum:** Two-thirds of the members shall constitute a quorum at any meeting.

4.1.4 **Voting:** Each member shall be entitled to one vote. Any vote for approval shall require a simple majority of those members present and voting.

4.1.5 **Membership:** Members shall be appointed by the ICC Board of Directors and shall consist of one member of the ICC Board of Directors and at least six additional members.

4.1.5.1 **Terms of Office:** With the exception of the Board of Director position, members shall serve for a three-year term. No member shall serve more than two complete consecutive terms. Initial appointments shall be staggered. At the end of a BIPS member's second three-year term, if no qualified applicant has submitted an application for a BIPS position, the existing member may be re-appointed for a one-year term extension each year, until a qualified applicant is appointed by the ICC Board of Directors.

4.1.6 **Staff:** ICC shall provide the staff support necessary to assist in accomplishing the work of BIPS. Staff shall serve as ex-officio members of BIPS, without voting privileges.

4.1.7 **Funding:** ICC shall fund travel expenses associated with required BIPS meetings.

4.1.8 **Meetings:** Meetings will be of such length and frequency as necessary to accomplish the work required. Meeting dates and locations shall be subject to the approval of the ICC staff. Meetings or a portion of a meeting may be closed to persons not serving on the Board by a vote of the Board when sensitive matters are to be discussed. The BIPS may invite persons who are not members to attend portions, or all, of the closed meetings in an advisory capacity.

4.1.9 **Reports and Minutes:** Approved reports and minutes shall be placed on the upcoming ICC Board of Directors meeting agenda.

4.1.10 **Appeals:** Appeal procedures shall be governed by the ICC Certification Program Standards.

5.0 Examination Development Committees

5.1 **Purpose:** Examination Development Committees shall be appointed by BIPS as necessary to accomplish its work. Examination Development Committees shall advise BIPS on all technical elements related to development, maintenance and administration of ICC Certification Examinations; and shall serve as an initial Appeals Board on candidate challenges to the ICC Certification Program.

5.2 **Procedure and Rules for Examination Development Committees:**

5.2.1 **Agenda:** Committee meeting agendas shall be as directed by BIPS.

5.2.2 **Officers:** The Chairman and Vice Chairman shall be elected by each Committee from members of each Committee.

5.2.3 **Quorum:** Two-thirds of the Committee Members shall constitute a quorum at any meeting.

5.2.4 **Voting:** Each member shall be entitled to one vote. Any vote for approval shall require a simple majority of those members present and voting.

5.2.5 **Membership:** Members shall be appointed by BIPS for a three year term and may consist of persons who are recommended by Examination Advisory User Groups. No member shall serve more than two complete consecutive terms. Initial appointments shall be staggered. Committee membership shall be representative of the certified population, and shall consist of individuals with demonstrated professional experience in the profession of interest to the assigned Examination Development Committee. Whenever feasible, members shall hold current certification in the certification categories represented by the Committee. Examination Development Committees shall have a minimum of six members, and a maximum of nine members. The committee shall elect their chairman and vice chairman.

5.2.5.1 At the end of an Examination Development Committee member's second three-year term, if no qualified applicant has submitted an application for a position on the Examination Development Committee, the existing member may be re-appointed for a one-year term extension each year, until a qualified applicant is appointed by BIPS.

5.2.5.2 BIPS shall reserve the right to remove any Examination Development Committee member for, including but not limited to, lack of attendance and/or participation at meetings or teleconferences, not completing assigned tasks, or violation of ICC's ethics or conflict of interest policies.

5.2.6 **Staff:** ICC shall provide the staff support necessary to assist the committees in accomplishing their work. Staff shall serve as exofficio members of the committees, without voting privileges.

5.2.7 **Funding:** ICC shall fund travel expenses associated with committee meetings.

5.2.8 **Meetings:** Meetings will be of such length and frequency as necessary to accomplish the work required. Meeting dates and locations shall be subject to the approval of staff. Meetings or a portion of a meeting may be closed to persons not serving on a Committee by a vote of the Committee where matters that are sensitive to the purpose of the Committee are to be discussed.

5.2.9 **Reports and Minutes:** Reports and minutes shall be placed on the upcoming BIPS meeting agenda.

5.2.10 **Appeal Rules of Procedure:** Appeal procedures shall be governed by the ICC Certification Program Standards.

6.0 Examination Advisory User Groups

6.1 **Purpose:** Examination Advisory User Groups shall be established by BIPS as necessary to advise BIPS on the relevance of the ICC Certification Program to the special needs of state licensure boards and other nonprofit certification agencies.

6.2 **Procedure and Rules for Examination Advisory User Groups (hereinafter referred to as "User Groups"):**

6.2.1 **Agenda:** Agenda items shall be directed by each User Group as necessary to meet each of their objectives.

6.2.2 **Officers:** The Chairman and Vice Chairman shall be elected from members who are appointed to each User Group.

6.2.3 **Quorum:** Two thirds of the User Group members shall constitute a quorum at any meeting.

6.2.4 **Voting:** Each member shall be entitled to one vote. Any vote for approval shall require a simple majority of those members present and voting.

6.2.5 **Membership:** Membership shall be limited to state licensing agencies and outside nonprofit certification agencies that have executed a Participation Agreement with ICC to recognize ICC certification or examinations as a requirement for licensure or certification. Each such agency may recommend one membership appointment, which shall be subject to confirmation by BIPS. Terms of membership appointments shall be one year and may be renewed by BIPS.

6.2.6 **Staff:** ICC shall provide the staff support necessary to assist the User Groups in accomplishing their work. Staff shall serve as exofficio members of the User Groups, without voting privileges.

6.2.7 **Funding:** Funding of User Groups shall come from revenues generated by related programs or may rely in whole or in part on outside grants.

6.2.8 **Meetings:** Meetings will be of such length and frequency as necessary to accomplish the work required. Meeting dates and locations shall be approved by staff.

EXAMINATION CONFLICT OF INTEREST POLICY STATEMENT

PURPOSE:

It is the policy of the International Code Council to protect its voluntary certification examination security and to avoid actual or apparent conflicts of interest by those involved in the preparation, validation or administration of its examinations. The ICC therefore requires written concurrence with the following statements by all Certification Committee members and other "affected persons" as defined herein.

POLICY:

1. All Certification Committee members and other "affected persons" shall agree to and be subject to the following:
   a. To not, in their personal capacity, teach, participate in, have any interest in, become associated with or permit their name to be used in conjunction with any seminar, course, program or other activity which has as its expressed or implied objective the preparation for any ICC Voluntary Certification Examination related to the subject matter of the examinations prepared by the Certification Committee member.
   b. To not personally register for or take any ICC Voluntary Certification Examination related to the subject matter of the examinations prepared by the Certification Committee member, other than examinations necessary to maintain certifications obtained prior to the assumption of duties on the Certification Committee, or involvement in the preparation, validation or administration of ICC Voluntary Certification Examinations.

2. "Affected persons" shall include all members of the Certification Committee and any other persons including, but not limited to proctors, monitors, and employees of ICC who assist in the preparation of examination questions, or assist in providing test validation or administration.

3. As to Certification Committee members, the restrictions set forth above in Items 1A and B shall apply to all examinations which are either prepared, validated or administered during the period of the member's service on the Certification Committee, and for a period of one (1) year thereafter. As to all other "affected persons", these restrictions shall apply as to all examinations, prepared, validated or administered during the period of time in which they are performing their respective duties and for a period of one (1) year thereafter.

CONCURRENCE WITH POLICY STATEMENT

The acknowledgment of receipt of a copy of this Policy Statement and the written agreement by the "affected person" to comply with its provisions shall be a condition of the individual's service on the Certification Committee or performance of their duties in connection with test preparation, validation or administration, as the case may be.

The undersigned hereby acknowledges receipt of copy of the foregoing policy statement, and agrees to comply with its provisions.

SIGNATURE _____ DATE _____

PRINTED NAME _____

AFFECTED TEST CATEGORIES _____

_____

_____

TRANSFER OF COPYRIGHT AND CONFIDENTIALITY

RECITALS

1. Reference is hereby made to the INTERNATIONAL CODE COUNCIL, INC. (herein, the “ICC”), a California not for profit mutual benefit corporation engaged in maintaining and developing building codes and standards for the public benefit, and maintaining and developing personnel competency examinations in connection with competency testing for certification and licensure of various professions.
2. One of the Examination Development Committees (herein, the “Committee”) to which the ICC appoints content experts is the _____ Committee, which provides guidance on examination scope, content and pass-fail standards.
3. The undersigned, _____ (herein the “Appointee”), has applied and been accepted by the ICC for service on the Committee.
4. Service as a member of the Committee will include the Appointee’s contribution to the development and validation of examination questions and other written or electronic media as may be requested of the Committee to fulfill its purposes.
5. The ICC, as a condition to the appointment of an individual for membership on the Committee, requires each Appointee to sign a confidentiality agreement and an assignment and transfer to the ICC of the copyright in all authorship contributions made by the member while serving on the Committee.

AGREEMENT

NOW, THEREFORE, the Appointee hereby assigns, grants, transfers, and sets over and delivers to the ICC, its successors and assigns, the copyrights in and to any and all authorship contributions that the Appointee shall make to the examinations and other written or electronic media developed or prepared by the Committee while the Appointee is serving as a member of the Committee; and the right to secure copyright throughout the world and to have and to hold such copyright and all rights of whatsoever nature thereunder for the full term of copyright.

The Appointee further agrees that upon creation of any authorship contribution, and upon demand by the ICC, the Appointee shall sign and deliver to ICC a written assignment of copyright in the form and to the extent required by the ICC.

FURTHER, the Appointee agrees not to disclose any information received by Appointee pursuant to his or her service on the Committee and to use the same only in the execution of his or her responsibilities to the Committee and not for any unauthorized purpose without the prior written approval of ICC, both during and following the term of the Committee.

_____
Date

_____
Appointee's Printed Name

_____
Appointee's Signature

_____
Printed Name of Current Employer of the Appointee